

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

ALBERT THOMPSON,

Plaintiff,

VS.

D.A.N. JOINT VENTURE III, L.P.

Defendant.

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CASE NO: 2005-CV-938-M

**PLAINTIFF’S MEMORANDUM BRIEF IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Comes now the undersigned legal counsel for Plaintiff and files this Memorandum brief in support of Plaintiff's Motion for Partial Summary Judgment pursuant to rule 56 of the Federal Rules of Civil Procedure. In further response the Plaintiff states as follows:

I. PROCEDURAL HISTORY

On [Date *Complaint filed*], Plaintiff Albert Thompson filed his Complaint and Demand for Jury Trial with this Court, alleging that Defendant DAN Joint Venture, III, L.P. violated the Fair Debt Collection Practices Act. Defendant has filed its Answers and Defenses denying that the Fair Debt Collection Practices Act was violated. The parties have exchanged and answered written discovery.

Plaintiff now files his Motion for Partial Summary Judgment and this memorandum brief and exhibits in support thereof. All referenced evidentiary exhibits are attached and incorporated herein.

II. STATEMENT OF MATERIAL FACTS

1. On 1/18/1996, Gwendolyn and Albert Thompson as consumers purchased a used car for personal use from McDowell Acura in Dothan Alabama. Albert Thompson co-signer on the Installment Sales Agreement with his wife. After the Thompson's applied for credit, they executed with Keller Financial Services, a Retail Installment Contract to purchase a used automobile at McDowell Acura in Dothan Alabama. **Def. I.D. pgs 22 - 25, 30, 136, 139 and 229. (references are to specific exhibits and documents produced by Defendant and to the respective bates-stamped number assigned by Defendant, unless otherwise indicated.)**
2. The terms of the Installment Sales / Security Agreement included language setting the terms and conditions of the security instrument and creating the security interest. **Def. I.D. pgs 24-25, 229.**
3. The credit extended to the Thompson's was secured by a security interest lien on the used automobile that they purchased. **Def. I.D. pgs 22-25, 229.**
4. The last payment made by Gwendolyn Thompson under the agreement occurred on 8/27/1996. It was for the July 1996 payment. Thereafter no additional payments were made by the Thompson's under the Retail Installment Contract instrument. **Def. I.D. pg 150, 161 and 162.**
5. On 10/18/1996 Keller Financial Services accelerated the amount due from the Thompson's and involuntarily repossessed the used automobile financed through the Retail Installment Contract provisions with Keller Financial. **Def. I.D. pgs 224, 150, 156, 168, 169 and 237.**
6. The notice of repossession given by Keller Financial Services provided that the debt was accelerated and the full amount owed of \$12,284.34 as of 10/18/1996 was required to be paid to redeem the automobile or the collateral would be sold at a private sale after 10/28/1996. **Def. I.D. pg 169.**
7. Prior to the sale of the repossessed collateral, Keller Financial Services issued and executed the *Alabama Department of Revenue Motor Vehicle Division – Repossessed*

Motor Vehicle Affidavit and Disposition of Vehicle Under Lien on the used automobile. (Emphasis added) The affidavit was executed by Keller Financial Services to apply for a new title document on the repossessed vehicle. The affidavit certification in part states, ... *“the undersigned has repossessed the motor vehicle described above because of the failure of the former owner to meet his obligation for settlement of a Lien of Security Interest on said vehicle and that the interest of the Owner was lawfully terminated. The said vehicle was sold or re assigned, pursuant to the terms of the Security Instrument.”* **Def. I.D. pg 224**

8. The new Certificate of Title on the vehicle issued in Keller Financial Services name is dated 11/22/1996. **Def. I.D. pg 155.**
9. On 12/5/1996, the used automobile was sold at the Dothan Auto Auction as part of the repossession sale process to Randy’s Auto Sales. The price paid by Randy’s Auto Sales was \$2,880.00 after expenses. **Def. I.D. pgs 151, 155.**
10. The Certificate of Title on the vehicle was transferred to the new buyer on 12/05/1996. **Def. I.D. pg 155.**
11. By 7/15/1997, the debt for the used automobile had been charged off as a bad debt by Keller Financial Services. Albert Thompson was notified in the letter that the amount due (after the prior repossession sale) of \$9,396.56 was due in full and was being reported to “*all credit bureaus*” and also that “*Keller Financial Services, Inc. may choose to pursue this balance legally by filing a claim against you in court.*” **Def. I.D. pgs 28 29, 147, 149.**
12. On 8/20/2004, Defendant DAN Joint Venture sent a letter via certified mail to Albert Thompson regarding the Installment Sales Contract with Keller Financial Services on the used automobile and the balance on the car to be paid immediately. **Def. I.D. pgs 182 and 183.**
13. On 10/8/2004, Defendant DAN Joint Venture filed a civil action in the District Court of Houston County Alabama naming Albert and Gwendolyn Thompson as defendant to collect on the alleged debt from the Keller Financial Services Security Instrument on the automobile. Service on Albert Thompson was never perfected. **See State Court Complaint, Plaintiff I.D. pgs 7-16.**
14. Defendant DAN Joint Venture is the alleged and averred assignee of the security

interest executed by the Thompson's in favor of Keller Financial Services.

15. This action on behalf of Albert Thompson was filed to recover for violation of the Fair Debt Collection Practices Act for the filing of the time-barred civil action in the state court. **See Complaint in this matter.**

III. ISSUES

1. Defendant's filing of a civil action to recover for Time-Barred debt is Violation of the Fair Debt Collection Practices act.
2. The 6 Year Statute of Limitations provided by a Secured Instrument under Alabama UCC Article 9 and UCC Article 3 applies - the alleged debt was time-barred and extinguished before the defendant filed the civil action in the Circuit Court of Houston County, Alabama.
3. Alternatively, the General Alabama Statute of Limitations for Contracts of 6 years is applicable and the debt was time-barred before Defendant filed the civil action in the Circuit Court of Houston County, Alabama.
4. Plaintiff reserves the right for presentation of evidence on actual and statutory damages, attorney's fees, costs and expenses of the litigation for subsequent evidentiary hearing or trial.

IV. ARGUMENT AND ANALYSIS

Standard for Summary Judgment.

Rule 56(c) of the Federal Rules of Civil Procedure provides that summary judgment:

shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone, although there is a genuine issue as to the amount of damages.

The entry of summary judgment is inappropriate where there exists a genuine and material issue of fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247/-/48, 106 S. Ct. 2505,

2509/-/10, 91 L. Ed. 2d 202 (1986). Substantive law defines which facts are material and only disputes over facts that might affect the outcome of the case will defeat summary judgment. *Id.* at 248, 106 S. Ct. at 2510. A factual dispute is genuine if a “reasonable jury could return a verdict for the non-moving party.” *Id.* Although all inferences to be drawn from the underlying facts must be viewed in the light most favorable to the non-moving party, once the movant has met its burden of demonstrating the absence of a genuine issue of material fact, the party opposing summary judgment “must do more than simply show that there is some metaphysical doubt as to the material facts” to prevent its entry. *Matsushita Electric Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 547, 586/-/87, 106 S. Ct. 1348, 1355/-/56, 89 L. Ed. 2d 538 (1986). It is not sufficient for the party opposing summary judgment to provide a scintilla of evidence supporting its case. *Anderson v. Liberty Lobby, Inc.*, *supra*, 477 U.S. at 252, 106 S. Ct. at 2512.

There is no dispute of facts regarding the dates relevant to the court’s inquiry on whether the alleged debt being collected was time-barred before the moment of the filing of the civil action against Albert Thompson. Further there is no dispute that the filing of a civil complaint to collect on a time-barred debt is a violation of the Fair Debt Collection Practices Act. Given the expiration of the applicable statute of limitations, and the resulting extinguishment of the debt, Defendant’s claims in the state court action constitutes a false representation of the account balance, violating § 1692e(2)(A) and § 1692e(10) of the Fair Debt Collection Practices Act. Thus, a grant of partial summary judgment is appropriate for any violations of the Fair Debt Collection Practices Act arising from Defendant’s actions.

Issue 1. Filing of an action to recover for Time-Barred debt is Violation of the Fair Debt Collection Practices Act (FDCPA).

The FDCPA provides for both specific and general prohibitions against deceptive, unfair, false, fraudulent, and misleading conduct. Two of the basic provisions provide as follows:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

. . . (5) the threat to take any action that cannot legally be taken or that is not intended to be taken.

. . . (10) the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

15 U.S.C. § 1692e.

Another such provision provides that:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt . . .

15 U.S.C. § 1692f.

Plaintiff has alleged that Defendant has violated these provisions in his complaint, through Defendant's efforts to collect a time barred and extinguished debt.

The prohibitions expressed by Congress in the FDCPA in general terms such as "deception" and "unfairness" and the like contemplate that the courts will determine any practice which offends public policy as it has been established by statutes, the common law, or otherwise to be a violation of the FDCPA's general proscriptions. Accordingly, federal courts find that conduct contrary to applicable State law necessarily violates the FDCPA. See, *Gaetano vs. Payco of Wisconsin, Inc.*, 774 F.Supp. 1404, 1414-1415 (D. Conn. 1990) (violation of state collection agency statute violates FDCPA); *Kuhn vs. Account Control Technology, Inc.*, 865 F.Supp. 1443, 1451–1452 (D. Neb. 1994) (same); *Russey vs. Rankin*, 911 F. Supp. 1449, 1459 (D. NM.1995) (same); *Sibley vs. First Collect, Inc.*, 913 F. Supp. 469, 471-472 (M.D. La. 1995) (same).

In other cases regarding the attempted collection of time-barred debts, district courts have found that a complaint alleging that the debt collector violated the FDCPA by knowingly attempting to collect a time-barred debt, states a cause of action. "A collection agency's attempts to collect on time-barred accounts violate the FDCPA." *Martinez v. Albuquerque Collection Services, Inc.*, 867 F. Supp. 1495, 1506 (D. N.M. 1994).

In *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168 (11th Cir. 1985), the Eleventh Circuit

stated that violations of this section of the Fair Debt Collection Practices Act must be evaluated from the prospective of the least sophisticated consumer. Defendant's attempt to collect the extinguished and time barred debt constitutes an act that Defendant cannot legally take in violation of § 1692e(5), constitutes the use of false and deceptive means to collect a debt in violation of § 1692e(10), and constitutes an unfair and unconscionable practice in violation of § 1692f.

In the Middle District of Alabama, Judge Thompson held in *Kimber v. Federal Financial Corp.*, 668 F. Supp. 1480, 1489 (M.D. Ala. 1987), that a purchaser of time barred accounts acted unfairly and unconscionably in violation of § 1692f, where the purchaser filed suit on the time barred accounts:

The court agrees with Kimber that a debt collector's filing of a lawsuit on a debt that appears to be time barred, without the debt collector having first determined after a reasonable inquiry that [the] limitations period has been or should be tolled, is an unfair and unconscionable means of collecting the debt.

Kimber at 1487. The *Kimber* court further reasoned:

Because few unsophisticated consumers would be aware the statute of limitations could be used to defend against lawsuits based on stale debts, such consumers would unwittingly acquiesce to such lawsuits. And, even if the consumer realizes that she can use time as a defense, she will more than likely still give in rather than fight the lawsuit because she must still expend energy and resources and subject herself to the embarrassment of going into court to present the defense; this is particularly true in light of the costs of attorneys today.

Id. at 1487.

The attempted collection of the subject time barred debt also constitutes an attempt "to take any action that cannot legally be taken" proscribed by 15 U.S.C. § 1692e(5). The federal courts have been unanimous in their condemnation under the FDCPA of debt collectors who attempt to take any unlawful action. *Picht v. Jon R. Hawks Ltd.*, 236 F.3d 446 (8th Cir. 2001) (unlawful prejudgment garnishment); *Seabrook v. Onondaga Bureau of Medical Economics*, 705 F. Supp. 81, 84-86 (N.D. N.Y. 1989) (threatening garnishment in excess of that permitted by law). Seeking repayment of unlawful charges is a recurring violation of the Act. *Duffy v. Landberg*, 215 F.3d 871 (8th Cir. 2000) (unlawful NSF check fee and interest charges); *West v.*

Costen, 558 F. Supp. 564, 581-583 (W.D. Va. 1983) (dishonored check fees); *Patzka v. Viterbo College*, 917 F. Supp. 654, 659 (W.D. Wis. 1996) (unlawful collection fees); *Newman v. Checkrite California, Inc.*, 912 F. Supp. 1354, 1369 (E.D. Cal. 1995) (unlawful legal expenses); *Strange v. Wexler*, 796 F. Supp. 1117, 1118 (N.D. Ill. 1992) (unlawful attorney fees);

Plaintiff contends that the FDCPA was violated by the Defendant in this instance by filing a civil action to collect on a time-barred debt and Plaintiff is due to be granted Summary Judgment on the issue of liability. The claims of Defendant fail as a matter of law as the debt was time-barred based upon Alabama statutes and case law. Under Alabama statutes and case law, the time for filing of a civil action had already expired. Stated again, given the expiration of the applicable statute of limitations, and the resulting extinguishment of the debt, Defendant's claims in the state court action constitutes a false representation of the account balance, violating § 1692e(2)(A) and § 1692e(10), among other provisions of the Fair Debt Collection Practices Act.

Issue 2. The 6 Year Statute of Limitations provided by a Secured Instrument under Alabama UCC Article 9 and UCC Article 3 applies - the alleged debt was time-barred and extinguished before the defendant filed the civil action in the Circuit Court of Houston County, Alabama.

The applicable Keller Financial Services Retail Installment agreement was a secured instrument under Alabama's UCC Article 9 and as a note subject to the provisions of UCC Article 3, Ala. Code Section 7-3-101, et. seq., as amended. See Generally, *Gloor v.*

BancorpSouth Bank 925 So.2d 984, (Ala. 2005) and Ala. Code 7-9A-101, et. seq., as amended.

Also see vehicle certificate of title issued wherein Keller Financial Services was listed as lienholder. **Def. I.D. pg 139.**

The statute of limitations for an action on a secured instrument that is a note payable on demand under UCC Article 9 is 6 years pursuant to provisions of Ala Code 7-3-118(a) and (g). Sub Paragraph (a) states as follows: (a) *Note payable at a definite time. -- Except as provided in subsection (e), an action to enforce the obligation of a party to pay a note payable at a definite*

time must be commenced within six years after the due date or dates stated in the note or, if a due date is accelerated, within six years after the accelerated due date.

See also Ala. Code 7-3-108(b) for definition of a note payable at a definite time, subject to acceleration of the amount due. That code provision states: ..."(b) A promise or order is "payable at a definite time" if it is payable on elapse of a definite period of time after sight or acceptance or at a fixed date or dates or at a time or times readily ascertainable at the time the promise or order is issued, subject to rights of (i) prepayment, (ii) acceleration, (iii) extension at the option of the holder, or (iv) extension to a further definite time at the option of the maker or acceptor or automatically upon or after a specified act or event."

Ala Code Section 7-3-118 governs as the applicable statute of limitations is a more specific statute that controls over a general statute of limitations under Alabama law. The statute of limitations on this instrument expired after 10/27/2002 or 6 years from the date the note was accelerated on 10/28/1996 and the collateral securing the instrument sold at the auto auction to Randy's Auto Sales. See **Def. I.D. pgs.** 169, 150, 224.

The underlying car loan purchase transaction was, and as is commonly the case, completed pursuant to the secured instrument provisions of the Alabama Uniform Commercial Code. See Generally *Alabama Code Section 7-9A-101, et. seq., as amended*. The only legal disposition of the vehicle (with a security interest on the vehicle as collateral) that is statutorily permitted in favor of Keller Financial is pursuant to Ala Code Section 7-9A-601 through 610, et seq., is the peaceful repossession and sale of the collateral. Stated otherwise, the secured party may peacefully repossess and then sale the vehicle covered by the security interest. Absent this repossession and sale provision, under Article 9 of the UCC of Alabama, the secured party is not otherwise able to obtain and dispose of the collateral for a secured lien

transaction. This transaction was therefore covered by UCC Article 9 and the applicable statute of limitations of 6 years. The date is calculated from the date of acceleration of the amount due under the secured instrument or note payable on demand. See, Ala. Code 7-3-118(a) quoted above.

Since the facts of the case clearly show a sale by security interest, a repossession and sale of the secured collateral as well as specific notice to Albert Thompson of the acceleration of the amount due, the only presumptive legal conclusion is that the applicable statute of limitation of 6 years is to applied and this debt expired on **10/27/2002**. Further, Ala. Code Section 32-8-46, part of the Alabama Uniform Certificate of Title and Antitheft Act, contains provisions for terminating the ownership interest of a debtor on a vehicle that has been repossessed and a new title certificate affidavit from the lien holder of the repossession and lawful termination of the ownership interests. See Ala. Code 32-8-46(b). Also, the provisions of Ala. Code Section 7-3-309(b) requires that *“A person seeking enforcement of an instrument under subsection (a) must prove the terms of the instrument and the person's right to enforce the instrument”* before recovery would be allowed. So Keller’s use of a self help repossession right make this instrument subject to the Alabama UCC provisions. The time is calculated from the date the note was accelerated at the latest date of **10/28/1996**, (the date of repossession and notice of acceleration with 10 days to redeem). **Def. I.D. pg 169**. No civil action was filed or pending at either time against Albert Thompson. The civil action against him was not filed until 10/08/2004. He is due summary judgment as a matter of law for the claims in this present action as a result.

Issue 3. Alternatively, the General Alabama Statute of Limitations for Contracts of 6 years is applicable and the debt was time-barred before Defendant filed the civil action in the Circuit Court of Houston County, Alabama.

Alternatively, if the note securing the debt on the purchase of the automobile, is construed as a contract for which the statute of limitations is 6 years from the date of default or breach thereof. The claims raised by the Defendant in the state court action were still time-barred. The date the statute expired based on the undisputed facts of this case was at the longest 6 years from 10/28/1996 or 10/27/2002. See Ala. Code Section 6-2-34 et. seq., as amended. Also, the following case law would apply in the context of this otherwise general statute of limitations:

“Alabama law unambiguously provides that an action for breach of contract accrues, and the statute of limitations begins running, at the time of the breach. See [Stephens, 429 So.2d at 280](#); see also [AC, Inc. v. Baker, 622 So.2d 331, 334-35 \(Ala.1993\)](#) (declining to apply "continuing contract" doctrine and noting that Alabama Supreme Court has never embraced such a doctrine).” *Selma Housing Dev Corp v. Selma Housing Auth*, 2005 WL 1981290 (FN 40 at 17) (S.D.Ala. 2005).

As found in 1997 by the Alabama Supreme Court in *Mississippi Valley Title v. Hooper*, a case involving breach of a contract to provide legal services and wherein the court while affirming a [Rule 12\(b\)\(6\), Ala.R.Civ.P](#) order of dismissal, again stated that

“Generally, the statutory limitations period applicable to a claim based on a breach of duty runs from the date the plaintiff is first entitled to maintain an action based on the breach of duty, regardless of whether the full amount of damage is apparent on that date. [Home Ins. Co. v. Stuart-McCorkle, Inc., 291 Ala. 601, 285 So.2d 468 \(1973\)](#). The limitations period begins to run when the

plaintiff first suffers "legal injury," not when the plaintiff may later pay damages or suffer some compounding of the original injury. [Michael v. Beasley, 583 So.2d 245 \(Ala.1991\)](#). In a breach of contract action, for example, the limitations period runs from the time the contract is broken, although substantial damage or loss from the breach is not sustained until afterward. [Stephens v. Creel, 429 So.2d 278 \(Ala.1983\)](#). Even if the plaintiff is ignorant of the injury at the time (except in fraud cases), the limitations period begins to run. [Garrett v. Raytheon Co., 368 So.2d 516 \(Ala.1979\)](#). This Court has specifically distinguished between the word "damage," which means "loss, injury or deterioration," and the word "damages," which means "a compensation in money for a loss." [Boswell v. Liberty National Life Insurance Co., 643 So.2d 580 \(Ala.1994\)](#). The statute runs from the date of first "damage," not when "damages" are later paid."

Mississippi Valley Title Ins. Co. v. Hooper, 707 So.2d 209 at 213 (Ala. 1997).

Keller Financial Services accelerated the note upon which the automobile was financed with Albert Thompson. They accelerated the note as of 10/28/1996. Any cause of action for a breach of that note expired after 10/27/2002 or 6 years after the date of acceleration of the obligation and the date from which Keller Financial first suffered legal injury and damage. The action filed by Defendant Dan Joint Venture, standing in the shoes of Keller Financial was time-barred long before the filing date of the civil action of 10/8/2004.

Issue 4. Plaintiff reserves the right for presentation of evidence on actual and statutory damages, attorney's fees, costs and expenses of the litigation for subsequent evidentiary hearing or trial.

By this motion, the Plaintiff seeks only an award of partial summary judgment with regard to the Defendant's liability for violations of the Fair Debt Collection Practices Act. The

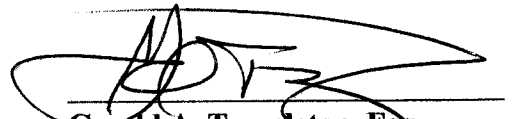
determination of damages, as requested in the Complaint, is reserved for trial by jury. *Sibley v. Fulton DeKalb Collection Services*, 677 F.2d 830 (11th Cir. 1982). *See also Smith v. Law Offices of Mitchell N. Kay*, 124 B.R. 182 (D.Del. 1991).

After the determination of liability and damages, Plaintiff will seek an award of attorney's fees pursuant to the Fair Debt Collection Practices Act. 15 U.S.C. § 1692k(a)(3). "Because the FDCPA was violated, however, the statute requires the award of costs and reasonable attorney's fee . . ." *Pipiles v. Credit Bureau of Lockport, Inc.*, 886 F.2d 22, at 28 (2d Cir. 1989)

V. CONCLUSION

Defendant's action in filing of the civil complaint in the Circuit Court of Houston County Alabama on 10/8/2004 violated the Fair Debt Collection Practices Act by (1) attempting to collect a debt that was time barred and otherwise expired, (2) taking an action against the Albert Thompson that could not be taken and (3) using false, misleading, and deceptive means to collect or attempt to collect a debt. Applying the least sophisticated consumer standard of analysis, partial summary judgment on the question of liability should be awarded in favor of the Plaintiff on these violations. Plaintiff requests that damages be determined at a trial before jury as requested in his Complaint.

Respectfully Submitted,


Gerald A. Templeton, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of December 2006, I served by Electronic Transmission, a true and correct copy of the foregoing document to the following parties:

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OF COUNSEL

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

ALBERT THOMPSON,

Plaintiff,

VS.

D.A.N. JOINT VENTURE III, L.P.

Defendant.

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CASE NO: 2005-CV-938-M

PLAINTIFF'S EVIDENTIARY SUBMISSION

IN SUPPORT OF ITS MOTION

FOR PARTIAL SUMMARY JUDGEMENT

(attachment to Motion and Brief for Partial Summary Judgment)

CUSTOMER(S) ("YOU")

CREDITOR (SELLER) ("I, ME, WE or US")

NAME WENDOLYN THOMPSON
 NAME ALBERT THOMPSON
 ADDRESS 606 HAVEN
 CITY DOOTHAN STATE AL ZIP 36301

NAME McDowell Acura
 ADDRESS 4083 Ross Clark Circle N.W.
 CITY Dothan STATE AL ZIP 36303

You agree to pay us the amount shown as "Total of Payments" in consecutive monthly installments commencing on the first due date as shown and on the same day of each succeeding month until paid in full.

| New or Used | Year | Make | Body Style | Model or Model No. | No. of Cyl. | Vehicle Identification Number | Odometer Reading |
|-------------|------|---------|------------|--------------------|-------------|-------------------------------|------------------|
| USED | 93 | PONTIAC | 4DR | GRANDAM SE | 4 | 1G2NE5433PM592106 | 65709 |

EXTRA EQUIPMENT (Please Check)

| | | | | | |
|--|--|---|---|--|---|
| <input checked="" type="checkbox"/> Automatic Trans | <input type="checkbox"/> Tinted Glass | <input type="checkbox"/> Electric Windows | <input checked="" type="checkbox"/> Air Conditioner | <input checked="" type="checkbox"/> Power Steering | <input type="checkbox"/> Electric Seats |
| <input type="checkbox"/> Vinyl Roof | <input checked="" type="checkbox"/> Power Brakes | <input type="checkbox"/> Radio AM-FM | <input type="checkbox"/> Sun Roof | <input type="checkbox"/> Tilt Steering Wheel | <input type="checkbox"/> C.B. Radio |
| <input type="checkbox"/> Electric Door Locks Other Equipment _____ | | | | | |

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of |
| 25.00 % | \$ 5915.36 | \$ 10000.00 | \$ 15915.36 | \$ 900.00 \$ 16815.36 |

Your payment schedule will be

| No. of Payments | Amount of Payments | When Payments Are Due |
|-----------------|--------------------|--|
| 48 | \$ 331.57 | Feb 18, 1996 and same date of each following month |

- 1 Cash price (including any accessories, services, and taxes) N.A. \$ 9583.50 (1)
 2 Total Downpayment—Trade-in N.A. \$ 900.00 (2)
 3 Unpaid Balance Of Cash Price (1 minus 2) N.A. \$ 8683.50 (3)

ITEMIZATION OF AMOUNT FINANCED

- 4 Other Charges including Amounts Paid to Others on Your Behalf: N.A.
- A Cost of Required Physical Damage Insurance paid to insurance company N.A.
 Coverages as elected below, for a term of N.A. months from the date hereof, shall be based upon actual value of Property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to Buyer, Seller or Seller's assignee as interests may appear.
☐ Comprehensive ☐ Fire & Theft ☐ Towing and Labor
☐ Deductible Collision ☐ No Deductible ☐ Combined Additional Coverage
- B Cost of Optional Mechanical Repair Insurance paid to N.A.
 Coverage is for a term of N.A.
- C Cost of Optional Credit Life Insurance paid to insurance company N.A.
- D Cost of Optional Credit Disability Insurance paid to insurance company 16.50
- E License, Title and Registration Fees paid to public officials N.A.
- F Other Charges (Seller must identify who will receive payment and describe purpose)
 Fidelity Warranty Services for Carefree Car Protection \$ 1300.00
 to N.A. for N.A. \$ N.A.
 to N.A. for N.A. \$ N.A.
- Total Other Charges and Amounts Paid to Others on Your Behalf N.A.

5 Amount Financed—Unpaid Balance (3 + 4) N.A.

Default: If you fail to make any payment on time or default in complying with any of the terms of this contract, we can require the entire amount of principal and accrued charges due and payable at once. If we refer this contract to an attorney who is not our salaried employee for collection and your original amount financed is more than \$300, you agree to pay reasonable attorney fees not to exceed 15% of the unpaid debt after default.

Prepayment: You have the right to prepay your contract in full at any time. If you prepay in full ahead of schedule, you will receive a refund or credit of the unearned portion of the finance charge computed by the Rule of 78's. If prepayment occurs on a day other than a scheduled payment date, the nearest scheduled payment date will be used in the computation. If this contract is renewed or refinanced within 5 days after the date of this contract, you will receive a refund of the unearned charge computed on a daily pro rata basis. No refunds of less than \$1.00 will be made.

Late Payment: If any payment is more than 10 days late, you will pay a charge equal to 5% of the rate amount, but not to exceed \$100.00.

Bad Check Charge: In the event any payment made by check, draft, negotiable order of withdrawal or like instrument is dishonored by reason of insufficient funds in or on deposit in the depository institution, you agree to pay us a bad check charge of not more than the greater of either \$20.00 or an amount equal to the actual charge made by the depository institution for the return of unpaid or dishonored instruments.

Interest After Maturity: If any balance remains unpaid after the originally scheduled maturity of this obligation, you agree that the unpaid balance of this obligation will bear interest at the rate stated above (Annual Percentage Rate) unless prohibited by law.

YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM THE AUTOMOBILE PHYSICAL DAMAGE INSURANCE REQUIRED UNDER THIS CONTRACT IS TO BE OBTAINED.

If you are not satisfied for any reason with the Credit Life Insurance or Credit Life and Disability Insurance purchased, you may return, within 15 days from the date hereof, for cancellation the certificate of insurance and a refund of the full premium paid will be made.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side and as initiated below to the following assignee.

KELLER FINANCIAL SERVICES
 (ASSIGNEE)

P.O. BOX 15007, CLEARWATER FL 34629
 ADDRESS

Initial "WITHOUT RECOURSE" Initial "FULL RECOURSE" Initial "REPURCHASE"
 Initial "LIMITED GUARANTEE" To the extent of \$ _____ until _____
 McDowell Acura
 NAME OF DEALER

BY Peggy B. Bays TITLE gr mgr.

DATE Jan 18, 1996

ALABAMA AUTO FORM # 5000 (5-92)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

ORIGINAL

NOTICE TO BUYER
 (1) Do not sign this contract before you read it or if it contains any blank spaces.
 (2) You are entitled to an exact copy of the contract you sign.

Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of its execution.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Buyer: Wendolyn Thompson
 Buyer: Albert Thompson

2005-CV-938-M
 Def. I.D. 30

NAME ALBERT THOMPSON
ADDRESS 606 HAVEN
CITY ROTHAN STATE AL ZIP 36301

NAME McDowell Acura
ADDRESS 4088
CITY Rothan STATE AL ZIP 36303

Case 1:05-cv-00938-TFM Document 37-1 Filed 12/29/06 Page 17 of 49

You agree to pay us the amount shown as Total of Payments in consecutive monthly installments commencing on the first due date as shown and on the same day of each succeeding month until paid in full.

| | | | | | | | |
|---|--|---|---|--|---|-------------------------------|------------------|
| New or Used | Year | Make | Body Style | Model or Model No | No. of Cyl | Vehicle Identification Number | Odometer Reading |
| USED | 93 | PONTIAC | 4DR | GRANDAM SE 4 | | 1G2NE5433PM592106 | 65709 |
| EXTRA EQUIPMENT (Please Check) | | | | | | | |
| <input checked="" type="checkbox"/> Automatic Trans | <input type="checkbox"/> Tinted Glass | <input type="checkbox"/> Electric Windows | <input checked="" type="checkbox"/> Air Conditioner | <input checked="" type="checkbox"/> Power Steering | <input type="checkbox"/> Electric Seats | | |
| <input type="checkbox"/> Vinyl Roof | <input checked="" type="checkbox"/> Power Brakes | <input type="checkbox"/> Radio AM-FM | <input type="checkbox"/> Sun Roof | <input type="checkbox"/> Tilt Steering Wheel | <input type="checkbox"/> C.B. Radio | | |
| <input type="checkbox"/> Electric Door Locks | Other Equipment | | | | | | |

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|--|--|--|---|--|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid after you have made all payments as scheduled | The total cost of your purchase on credit, including your downpayment of |
| 25.00 % | \$ 5915.36 | \$ 10000.00 | \$ 15915.36 | \$ 900.00 \$ 16815.36 |

Your payment schedule will be:

| No. of Payments | Amount of Payments | When Payments Are Due |
|-----------------|--------------------|--|
| 48 | \$ 331.57 | Feb 18, 1996 and same date of each following month |

Insurance

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. The terms of the insurance shall be the same as the terms of your contract.

| Type | Premium | Signature | Age |
|-------------------|---------|--|-----|
| Credit Life | \$ N.A. | Signature of Consumer Requesting Only Life Insurance | |
| Credit Disability | \$ N.A. | Signature of Consumer Requesting Life and Disability Insurance | |

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: If a payment is late, you will be charged 5% of the unpaid amount of the payment, not to exceed \$100.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See below and the other side of this contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Cash price (including any accessories, services, and taxes) \$ 9583.50 (1)
Total Downpayment—Trade-in \$ 900.00 (2)
Unpaid Balance Of Cash Price (1 minus 2) \$ 8683.50 (3)

ITEMIZATION OF AMOUNT FINANCED

Other Charges Including Amounts Paid to Others on Your Behalf:

A Cost of Required Physical Damage Insurance paid to insurance company \$ N.A.

Coverages as elected below, for a term of _____ months from the date hereof, shall be based upon actual value of property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to Buyer, Seller or Seller's assignee, as interests may appear.

☐ Comprehensive ☐ Fire and Theft ☐ Towing and Labor
☐ Deductible Collision ☐ No Deductible ☐ Combined Additional Coverage

B Cost of Optional Mechanical Repair Insurance paid to \$ N.A.

Coverage is for a term of _____

C Cost of Optional Credit Life Insurance paid to insurance company \$ N.A.

D Cost of Optional Credit Disability Insurance paid to insurance company \$ N.A.

E License, Title and Registration Fees paid to public officials \$ 16.50

F Other Charges (Seller must identify who will receive payment and describe purpose)

Fidelity Warranty Services \$ 1300.00

Carefree Car Protection \$ N.A.

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1316.50 (4)

Amount Financed—Unpaid Balance (3 - 4) \$ 10000.00 (5)

Default: If you fail to make any payment on time or default in complying with any of the terms of this contract, we can require the entire amount of principal and accrued charges due and payable at once. If we refer this contract to an attorney who is not our salaried employee for collection and your original amount financed is more than \$300, you agree to pay reasonable attorney fees not to exceed 15% of the unpaid debt after default.

Prepayment: You have the right to prepay your contract in full at any time. If you prepay in full ahead of schedule, you will receive a refund or credit of the unearned portion of the finance charge computed by the Rule of 78's. If prepayment occurs on a day other than a scheduled payment date, the nearest scheduled payment date will be used in the computation. If this contract is renewed or refinanced within 90 days after the date of this contract, you will receive a refund of the unearned charge computed on a daily pro rata basis. No refunds of less than \$1.00 will be made.

Late Payment: If any payment is more than 10 days late, you will pay a charge equal to 5% of the amount, but not to exceed \$100.00.

Check Charge: In the event any payment made by check, draft, negotiable order of withdrawal or like instrument is dishonored by reason of insufficient funds or on deposit in the depository institution, you agree to pay a bad check charge of not more than the greater of either \$20.00 or an amount equal to the actual charge made by the depository institution for the return of unpaid or dishonored instruments.

Interest After Maturity: If any balance remains unpaid after the originally scheduled maturity of this obligation, you agree that the unpaid balance of this obligation will bear interest at the rate stated above (Annual Percentage Rate) unless prohibited by law.

You Have the Right to Choose the Person Through Whom This Contract is to be Obtained: You are not satisfied for any reason with the Credit Life Insurance or Credit Disability Insurance purchased, you may return, within 15 days from the date of purchase, for cancellation the certificate of insurance and a refund of the full premium.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

The foregoing contract is hereby assigned under the terms of the assignment on the reverse side and as initiated below to the following assignee:

KELLER FINANCIAL SERVICES
(ASSIGNEE)
BOX 15007, CLEARWATER FL 34629
ADDRESS

Initial "WITHOUT RECOURSE" Initial "FULL RECOURSE" Initial "REPURCHASE"
"LIMITED To the extent of \$ _____ until _____

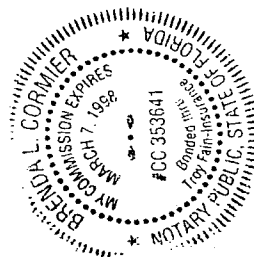
NOTICE TO BUYER

(1) Do not sign this contract before you read it or if it contains any blank spaces.

(2) You are entitled to an exact copy of the contract you sign.

Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of its execution.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE



THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL INSTALLMENT SALES / SECURITY AGREEMENT ON FILE AT KELLER FINANCIAL SERVICES CREDIT AND SUBSCRIBED BEFORE ME THIS DATE 12/29/96

SIGNED Brenda L. Cormier DATE 12/29/96
NOTARY PUBLIC PERSONALLY KNOWN TO ME



Recovery Division

Date: 7-15-97

Albert Thompson
606 EAST HAVEN
DOOTHAN, AL 36301

RE: Account #: 030-200058Collateral: 93 Pontiac GrandAmDear Albert Thompson,

The balance remaining on the above referenced account has been charged - off as a bad debt and reported to all credit bureaus.

The balance due is as follows:

| | |
|--------------------------------|--------------------|
| Pay-Off at Time of Charge-Off: | \$ <u>9,159.74</u> |
| Late Charges Due: | \$ <u>236.82</u> |
| Charge-Off Amount Due: | \$ <u>9,396.56</u> |

In order for you to protect your credit rating it is necessary that you forward this amount to us immediately. If you are unable to pay the full amount we may be able to accept a monthly payment plan if you contact me within 10 days.

If you do not make arrangements to pay, the derogatory credit will remain on your credit history and Keller Financial Services, Inc. may choose to pursue this balance legally by filing a claim against you in court.

Please contact this office immediately so that we may resolve this matter quickly. We look forward to working with you.

Sincerely,

Jenilyn Jubenville

Recovery Department
Keller Financial Services, Inc.
1-800-551-3415

cc: File

Legal Department

2005-CV-938-M

Def. LD. 28

P.O. Box 14034 - Clearwater, Fl. 34629-4034
Phone: 813-536-1417 - 800-551-3415



Recovery Division

Date: 7-15-97Wendolyn Thompson
606 EAST HAVEN
DOTHAN, AL 36301RE: Account #: 030-200058Collateral: 93 PONTIAC GRANDAMDear Wendolyn Thompson

The balance remaining on the above referenced account has been charged - off as a bad debt and reported to all credit bureaus.

The balance due is as follows:

| | |
|--------------------------------|-------------------|
| Pay-Off at Time of Charge-Off: | \$ <u>9159.74</u> |
| Late Charges Due: | \$ <u>236.82</u> |
| Charge-Off Amount Due: | \$ <u>9396.56</u> |

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If you do not make arrangements to pay, the derogatory credit will remain on your credit history and Keller Financial Services, Inc. may choose to pursue this balance legally by filing a claim against you in court.

Please contact this office immediately so that we may resolve this matter quickly. We look forward to working with you.

Sincerely,

Jerilyn Jubenville

Recovery Department
Keller Financial Services, Inc.
1-800-551-3415

cc: File
Legal Department

2005-CV-938-M

Def. I.D. 29

P.O. Box 14034 - Clearwater, Fl. 34629-4034
Phone: 813-536-1417 - 800-551-3415

| |
|-------------|
| APPLICATION |
| MVT 5-1C |
| R 10-94 |

TYPE TRANSACTION
01 - FIRST TITLE
02 - REPLACEMENT TITLE
03 - TITLE TRANSFER
04 - FILING OF LIEN
05 - RELEASE OF LIEN
06 - CORRECTION

ALABAMA DEPARTMENT OF REVENUE

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THIS COPY SHALL BE MAILED OR DELIVERED TO THE
LIENHOLDER (IF ANY) AS EVIDENCE OF A RECORDED
LIEN UNTIL A CERTIFICATE OF TITLE IS ISSUED.

DOT MATRIX

| VEHICLE INFORMATION | | | | | | | | | | |
|--|-----------|-------------|------|------------------------------|--|----------------------|-------------------|---------------------------|---|--|
| VEHICLE IDENTIFICATION NUMBER 1G2HE3433PM592106 | | | | TRANS CODE | YEAR MODEL 93 | MAKE PONTIAC | MODEL GRAND SE | BODY TYPE 4DR | PREVIOUS ALABAMA TITLE NUMBER | |
| CYLS 4 | NEW XX | USED | DEMO | DATE OF PURCHASE 01/18/96 | | NUMBER LIENS 1 | COLOR WHITE | ODOMETER READING 65709 | APPLICANT SHALL DISCLOSE VEHICLE UNDER 10 YR. OLD ODOMETER READING ON THIS APPLICATION IS (CHECK ONE) <input checked="" type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> EXCEEDS MECHANICAL LIMITS <input type="checkbox"/> NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY | |
| OWNER INFORMATION | | | | | | | | | | |
| NAME (LAST, FIRST, MIDDLE) THOMPSON WENDOLYN or THOMPSON ALBERT | | | | | FELONY OFFENSE FOR FALSE ADDRESS | | | | | |
| MAILING ADDRESS 606 HAVEN | | | | | COUNTY HOUSTON | | | | | |
| CITY DOTHAN | | STATE AL | | ZIP 36301 | | | | | | |
| NAME ALABAMA OPERATOR (LESSEE) NAME AND/OR RESIDENT ADDRESS IF DIFFERENT FROM ABOVE | | | | | | | | | | |
| MAILING ADDRESS | | | | | FELONY OFFENSE FOR FALSE ADDRESS | | | | | |
| CITY | | STATE | | ZIP | | | | | | |
| LIEN INFORMATION | | | | | | | | | | |
| NAME FIRST LIENHOLDER KELLER FINANCIAL SERVICES | | | | | FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD | | | | | |
| MAILING ADDRESS P.O. BOX 15007 | | | | | LIEN DATE JAN 18, 1996 | | | | | |
| CITY CLEARWATER | | STATE FL | | ZIP 34609 | | | | | | |
| NAME SECOND LIENHOLDER | | | | | | | | | | |
| MAILING ADDRESS | | | | | LIEN DATE | | | | | |
| CITY | | STATE | | ZIP | | | | | | |
| OTHER INFORMATION | | | | | | | | | | |
| OWNER'S AUTHORIZATION FOR SPECIAL MAILING | | | | | | | | | | |
| NAME (LAST, FIRST, MIDDLE) I, WE, HEREBY AUTHORIZE MY CERTIFICATE OF TITLE TO BE MAILED TO (IF NO LIENholder HEREON): | | | | | | | | | | |
| MAILING ADDRESS | | | | | LOCATOR NO. | | | | | |
| CITY | | STATE | | ZIP | | REJECT TO: | | | | |
| NAME McDowell Acura | | | | | SELLER INFORMATION | | | | | |
| MAILING ADDRESS 4083 Ross Clark Circle N.W. | | | | | EXAMINER NO. | | | | | |
| CITY Dothan | | STATE AL | | ZIP 36301 | | ENCL. | | | | |
| NAME OF SURRENDERING STATE: TITLE #: | | | | | APPLICATION NUMBER A4509633 | | | | | |
| SIGN COMPLETED FORM ONLY, FELONY OFFENSE FOR FALSE STATEMENTS | | | | | | | | | | |
| I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE AND THIS VEHICLE WILL NOT BE THE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE. I FURTHER CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. | | | | | | | | | | |
| OWNER'S Wendolyn Thompson | | | | | DESIGNATED McDowell Acura | | | | | |
| SIGNATURE(S) (PERSONALLY SIGNED BY EACH OWNER (IN INK) OR AUTHORIZED REPRESENTATIVE OF FIRM) | | | | | BY: 38-120 01/18/96 | | | | | |
| HANDWRITTEN APPLICATIONS WILL NOT BE ACCEPTED | | | | | LIENHOLDER'S COPY | | | | | |

2005-CV-938-M

Def. I.D. 139

CHARGE OFF SHEETCUSTOMER NAME Thompson; WendolynACCT# 030 - 200058 PORTFOLIO GYEAR 93 MAKE Pontiac MODEL Gr. AmVIN 592106 MILEAGE _____DOR 10/18/96 OR DATE OF COLLISION 1/1

REASON FOR REPO/CHARGE OFF:

SOLD TO Dothan Auto Rec. AUCTION ☒ Y ☐ N INSURANCE Y ☐ NDATE SOLD 1/1 ACTUAL SALE AMOUNT \$ 3000.02CHARGE OFF AMOUNT \$ 9159.74CHARGED OFF BY P. EvansDATE 10/18/97

SUMMARY OF LOAN ACTIVITY

ORIGINAL BALANCE

\$ 15915.36

PAYMENTS MADE BY BORROWER

\$ 2197.29

BALANCE (GROSS)

\$ 13718.07

DISBURSEMENTS CHARGED TO LOAN:

REPOSSESSION 582.75 | 125.00 | 45.00\$ 752.75

TITLE FEE _____

\$ 51.00

REPAIRS: _____

\$ _____

ATTORNEY FEES _____

\$ _____

VSI 1989.00\$ 1989.00OTHER: LTC\$ 31.58

\$ _____

CREDITS & REFUNDS TO LOAN:

INTEREST _____

\$ 4124.66VSI 378.00\$ 378.00

WARRANTY _____

\$ _____

CLAIM _____

\$ _____

SALE _____

\$ 2880.00

OTHER _____

\$ _____

BALANCE FOR CHARGE OFF

\$ 9159.74APPROVED BY [Signature]DATE 5/29/97

APPROVED BY _____

DATE 1/1/

0001
Br Dt: 06/18/1997
Seq : Class/Account

Keller Financial Services, Inc
01 - STP ST. PETERSBURG
Print Account Ledger

Run Date: 06/18/1997
Time: 3:24 P.M.
Page: 1

CUSTOMER INFORMATION

Account : 003-100000 Alabama Contract
Dealer : 0662 McDOWELL ACURA
Customer: 30200058 THOMPSON, WENDOLYN
Address : 606 EAST HAVEN
C, S, Z : DOTHAN, AL 36301
Home Tel: 334-793-2741
Sec Sec : 416-19-3359

Birth Dt: / /
Language:
Occup.:
Started: / /

Employer: DIS
Address :

Work Tel:

ACCOUNT INFORMATION

Branch : 01
Open Date: 01/18/1996
Date Ent.: 01/22/1996
Orig. Bal: 15915.36
Joint : No
Rate Model: 0
Over/Short : 0.00

Cur Bal : 9159.74
Pmt Amt : 331.57
Orig Trm : 48 Cur Trm: 48
Frequency: Monthly
Last Paid: 12/20/1996
Next Due : 08/20/1996
Pay Due : 08/20/1996
Portfolio: Florida A

Past Due : 3359.65
LTC : 14 # Ext : 0
Last Ext : / Prev Ext: /
Past 30: 3 60: 1 90: 0
Proc Stat: Charged Off
Adm Stat: Active Charge Off
Rate : 25.00
APR : 25.00

Remarks:

RS Repo Sold UP UNIT PICKED-UP TO TITLE OUT

ACCOUNT DETAIL

| Effective Date | Trx No. | Transaction | Comment | Check Number | Amount | Balance | Next Due | Date Entered | By |
|----------------|---------|---------------------------|-----------------------|--------------|----------|----------|----------|--------------|----------|
| 01/18/1996 | 1 | OPEN Opening Balance | | | 15915.36 | 15915.36 | / / | / / | |
| 03/19/1996 | 2 | PYC Customer Payment | 3/13 DOT | 130 | -331.57 | 15583.79 | / / | 03/19/96 | |
| 03/21/1996 | 12 | AUTO Auto Comp & Col. | Coll Protection FL | | 1989.00 | 17572.79 | 07/20/96 | 08/22/96 | 0087 |
| 04/07/1996 | 4 | SNDD Set Next Due Date | Set for Conversion | | | 17572.79 | 03/20/96 | 04/07/96 | CONV |
| | OS | Set Over/Short | Set for Conversion | OS | 0.00 | 17572.79 | | | |
| 04/12/1996 | 3 | PYC Customer Payment | 0410 DOT | 524 | -348.15 | 17224.64 | 04/20/96 | 04/12/96 | 0137 |
| 06/13/1996 | 5 | PYC Customer Payment | | 401 | -364.00 | 16860.64 | 05/20/96 | 06/13/96 | 0140 Rev |
| 06/27/1996 | 6 | PYC Customer Payment | NSF 06/96 # 5 | 401 | 364.00 | 17224.64 | 04/20/96 | 06/27/96 | 0165 |
| | NSF | NSF Fee | NSF Charge | NSF | 15.00 | 17224.64 | | | |
| 06/28/1996 | 7 | PYC Customer Payment | DOT | 1861 | -500.00 | 16724.64 | 05/20/96 | 06/29/96 | 0140 |
| | LTC | Late Charge | LTC,Pmt due:04/20/96 | | 15.00 | 16739.64 | | | |
| | LTC | Late Charge | LTC,Pmt due:05/20/96 | | 16.58 | 16756.22 | | | |
| 07/02/1996 | 9 | PYC Customer Payment | DOT | 9608 | -364.00 | 16392.22 | 07/20/96 | 07/08/96 | 0175 |
| 07/03/1996 | 8 | PYC Customer Payment | DOT | 329 | -320.00 | 16072.22 | 06/20/96 | 07/03/96 | 0140 Rev |
| 07/18/1996 | 10 | PYC Customer Payment | NSF 07/96 # 8 | 329 | 320.00 | 16392.22 | 06/20/96 | 07/18/96 | 0138 |
| | NSF | NSF Fee | NSF Charge | NSF | 15.00 | 16392.22 | | | |
| 08/08/1996 | 11 | PYC Customer Payment | DOT | 2952 | -320.00 | 16072.22 | 07/20/96 | 08/12/96 | 0140 |
| 08/27/1996 | 13 | PYC Customer Payment | OK PER LARRY @ DOTHAN | 626 | -333.57 | 15738.65 | 08/20/96 | 08/27/96 | 0195 |
| 10/17/1996 | 14 | COLL Collection Fee | REPO LOG 10/17/96 | | 582.75 | 16321.40 | 08/20/96 | 10/17/96 | 0093 |
| 10/19/1996 | 19 | AUTO Auto Comp & Col. | Cancel Policy | | -378.00 | 15943.40 | 08/20/96 | 11/20/96 | 0098 |
| 10/29/1996 | 15 | FCR Finance Chg Rebate | REPO CONTROL | | -4124.66 | 11818.74 | 08/20/96 | 10/29/96 | 0204 |
| 10/29/1996 | 16 | COLL Collection Fee | REPO LOG#99 10/29/96 | | 125.00 | 11943.74 | 08/20/96 | 10/29/96 | 0093 |
| 10/30/1996 | 17 | COLL Collection Fee | REPO LOG#99 10/30/96 | | 51.00 | 11994.74 | 08/20/96 | 10/30/96 | 0093 |
| 11/13/1996 | 18 | COLL Collection Fee | REPO BILL 11/13 #99 | | 45.00 | 12039.74 | 08/20/96 | 11/13/96 | 0175 |
| 12/20/1996 | 20 | PYSS Sale of Security Pay | REPO DOT AUCTION | 160053 | -2880.00 | 9159.74 | 08/20/96 | 12/20/96 | 0195 |
| 06/18/1997 | 21 | Chrg Off | Chrg Off 09159.74 | | | 9159.74 | 08/20/96 | 06/18/97 | 0195 |

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Def ID: 150

| | | | | | |
|-----|--------|------------|----------|------------------|------------|
| CK# | 160053 | CHECK DATE | 12/12/96 | TOTAL SALES | \$3,000.00 |
| | | SALE DATE | 12/05/96 | LESS SALE FEES | 75.00 |
| | | SALE TIME | 12:01 | LESS ADMIN FEES | .00 |
| | | | | LESS INSURANCE | .00 |
| | | | | LESS DEDUCTIONS | 45.00 |
| | | | | NET CHECK AMOUNT | \$2,880.00 |

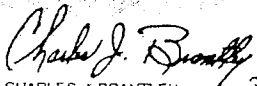

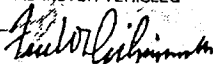
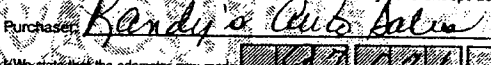

Thompson
200058
sale

VIN# 1G2NE5433PM592106 SALE# F-117
 93 PONTIAC GRAND AM SE WHITE
 UNIT#200058

DOTHAN AUTO AUCTION DOTHAN, AL 36301

2005-CV-938-M

Def. I.D. 151

| CERTIFICATE OF TITLE | | | | | | | |
|---|--|---|---------------------|--|-------------------|---|---------------------------------|
| SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE. | | | | | | | |
| IDENTIFICATION NUMBER 1G2NE5433PM592106 | | YR. 93 | MAKE PONT | MODEL AL | BODY 4D | WT.-L.BHP. | TITLE NUMBER 71036127 |
| ODOMETER - DATE READ 65709 3/27/96 | | PRICE REG. AL | COLOR WHI | TYPE | | USE PRIVATE | |
| REMARKS ODOMETER - ACTUAL MILEAGE | | | | | | DMV E | PREV. ISSUE DATE |
| REGISTERED OWNER (LAST NAME FIRST) KELLER FINANCIAL SERVICES | | | | DATE OF ISSUE 11/22/96 | | | |
| 18167 US HWY 19 STE 450 | | | | 34624 | | | |
| CLEARWATER FL | | | | | | | |
| 1ST LIENHOLDER | | DATE | | | | | |
| NONE | | | | | | | |
| 2ND LIENHOLDER | | DATE | | | | | |
| NONE | | | | | | | |
| DIVISION OF MOTOR VEHICLES | | TALLAHASSEE | | FLORIDA | | ADDITIONAL LIENS | |
|  | |  | | 00178 | |  | |
| CHARLES J. BRANTLEY DIRECTOR | | 3236105 NT2 A26370429 | | CONTROL NUMBER | | FRED O. DICKINSON, III EXECUTIVE DIRECTOR | |
| INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED | | | | | | | |
| LIEN | | 1ST LIEN | | BY | | TITLE | |
| RELEASE | | 2ND LIEN | | | | DATE | |
| TRANSFER OF TITLE BY SELLER | | | | | | | |
| ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. | | | | | | | |
| This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle described is hereby transferred to: | | | | | | | |
| Purchaser: Randy & Aub Salva | | Address: 107 Chard St Andover, MA | | Selling Price: \$ | | Date Sold: 11-22-96 | |
| We state that the odometer now reads 12596 (no Tenth's) | | CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE | | 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. | | 2. I hereby certify that the odometer reading is not the actual mileage. | |
| Signature of Purchaser: | | Signature of Seller: | | Printed Name of Purchaser: | | Printed Name of Seller: | |
|  | |  | | Brenda L. Cormier | | Brenda L. Cormier | |
| Co-Purchaser: | | Co-Seller: | | Selling Dealer's License Number: | | Tax No.: | |
| | | | | | | Tax Collected: \$ | |
| STATE OF FLORIDA | | | | | | | |

2005-CV-938-M

Def. I.D. 155

Att: Bonnie

COLLATERAL REPOSSESSION FORM

LENDER NO: 9496

LENDER NAME: KELLER FINANCIAL SERVICES

LOAN NO: DBO-200058 G3691A

BORROWER NAME: WENDOLYN THOMPSON

COLLATERAL - YEAR 93 MAKE PONTIAC VIN#: 592106

DATE REPOSSESSED: 10-18-96

OUTSIDE INSURANCE COVERAGE: N/A

DATE: 11-10-96 AUTHORIZED SIGNATURE Beata Hagen
BEATA HAGEN

REFUND XX YES NO

DAILY REPOSSESSION REPORT

DOTHAN, AL. BRANCH #20

NAME: Thompson Wendy NAME: _____
ACCOUNT NO.: 030-200058 ACCOUNT NO.: _____
DATE OR REPO: 10-18-96 DATE OF REPO: _____
UNIT: 93 Pontiac Grand Am UNIT: _____
LOCATION: Recovery lot LOCATION: _____
VOL/INVOL: Involuntary VOL/INVOL: _____

TODAY'S DATE 10-21-96



10-18-96
DATE G 3691-A
030-200058
ACCOUNT NUMBER

93 Pontiac Grand
COLLATERAL
592186
ID NUMBER

TO: Wendalyn and Albert Thompson
606^{East} Haven
Dothan AL 36301

WE HAVE TAKEN POSSESSION OF THE ABOVE DESCRIBED COLLATERAL DUE TO DEFAULT UNDER THE TERMS OF YOUR INSTALLMENT SALES CONTRACT DATED

1-18-96
THE AMOUNT YOU MUST PAY TO REDEEM THE COLLATERAL IS \$ 12,284.34
WHICH INCLUDES INTEREST THROUGH 10-18-96. IN ADDITION, YOU WILL BE
RESPONSIBLE FOR ANY AND ALL EXPENSES WHICH ACCRUE AS A RESULT OF THIS ACTION.
IF YOU FAIL TO REDEEM THE COLLATERAL WITHIN TEN (10) DAYS FROM THE ABOVE DATE,
THE COLLATERAL WILL BE SOLD AT A PRIVATE SALE AFTER

10-18-96 BY KELLER FINANCIAL SERVICES, INC.

IF THERE IS A SALE OF THE COLLATERAL, THE PROCEEDS THEREOF SHALL BE APPLIED FIRST TO THE PAYMENT OF THE REASONABLE EXPENSES AND ATTORNEY'S FEES, IN CONNECTION WITH THE RETAKING, STORING AND SALE OF THE COLLATERAL, AND THEN TO THE SATISFACTION OF BALANCE DUE UNDER THE TERMS OF YOUR CONTRACT. ANY SURPLUS AFTER SUCH APPLICATION OF THE PROCEEDS OF SAID SALE SHALL BE PAID TO YOU AND YOU SHALL REMAIN LIABLE FOR ANY BALANCE REMAINING UNPAID AFTER SUCH APPLICATIONS OF SAID PROCEEDS.

GUIDE YOURSELF ACCORDINGLY,

ASSET CONTROL DEPARTMENT

Lisa Rochette

2005-CV-938-M

Def. I.D. 169

ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISIONMVT: 15-1
Rev. 8/93

TITLE SECTION

P. O. Box 327640 • Montgomery, AL 36132-7640

Repossessed Motor Vehicle Affidavit and
Disposition of Vehicle Under Lien

| | | | |
|---|-----------------|----------------------------------|------------------|
| NAME (FORMER OWNER) Thompson, Weldon or Albert | | | |
| ADDRESS 606 Haven | | | |
| CITY Dothan | | STATE AL | ZIP 36301 |
| TITLE NUMBER 192 | MAKE Pontiac | YEAR 93 | BODY STYLE 4D |
| VIN 1G2NE5433PM592106 | | DATE OF REPOSSESSION 10-18-96 | |
| LIENHOLDER Keller Financial Services | | | |
| ADDRESS P.O. BOX 15007 | | | |
| CITY Clearwater | | STATE FL | ZIP 34629 |

This is to certify that the undersigned has repossessed the motor vehicle described above because of the failure of the former owner to meet his obligation for settlement of a Lien of Security Interest on said vehicle and that the Interest of the Owner was lawfully terminated. The said vehicle was sold or re-assigned, pursuant to the terms of the Security Agreement.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

____ day of _____, 19__

Lienholder: Keller Financial Services_____
NOTARY PUBLICSigned by: Kimberly A. Cousini
AUTHORIZED REPRESENTATIVE

My commission expires: _____, 19__

NOTE: This affidavit must be submitted as a supporting document when applying for a Certificate of Title For a Repossessed Vehicle.

Thank You

~~signed~~

ALIAS

Address _____

Thompson v D.A.N.
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WIT RETURNED "NOT FOUND" IN
STON COUNTY THIS 6-11-05
THE FOLLOWING REASON(S):
MOVED
NO SUCH ADDRESS
INSUFFICIENT ADDRESS
NOT EMPLOYED
BY HER
LAMAR GLOVER, SHERIFF
Robert J. [Signature] D.S.

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00008

FILED

ALIAS ALIAS ALIAS ALIAS ALIAS ALIAS
IN THE CIRCUIT COURT OF HOUSTON COUNTY

OCT 08 2004

STATE OF ALABAMA

D.A.N. JOINT VENTURE III, L. P.,)
Plaintiff,)
v.)
WENDOLYN THOMPSON AND)
ALBERT THOMPSON,)
Defendants.)

CIVIL ACTION FILE
NUMBER CV-04-688

Judy Byrd
JUDY BYRD, CLERK
HOUSTON CO., AL

COMPLAINT FOR RECOVERY ON THE ACCOUNT

COMES NOW D.A.N. Joint Venture III, L.P. ("D.A.N. Joint Venture"), the Plaintiff in the above-styled civil action, and for its Complaint respectfully shows this honorable Court the following:

JURISDICTION, VENUE AND SERVICE

1. Wendolyn Thompson and Albert Thompson ("Defendants Thompson"), the Defendants in the above-referenced matter, are residents of Houston County, Alabama, and may be personally served with process at 606 Haven Drive, Dothan, Alabama 36301.

2. Jurisdiction is appropriate in this Court, venue is proper, and the Defendants are subject to the jurisdiction of this Court.

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 0009

FACTS

3. On or about February 18, 1996, Defendants Thompson executed and delivered to McDowell Acura a Retail Installment Contract - Auto (the "Agreement") in the original principal amount of \$10,000.00 for the purchase of the property commonly known as a 1993 Pontiac Grand Am (the "Property"), such Property being more particularly described therein. Pursuant to the terms of said Agreement, Defendants Thompson promised to repay said principal amount, accruing interest at a yearly rate of 25.00%.

4. A true and correct copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

5. Subsequent to the Defendants' execution of the Agreement, the Agreement was transferred, conveyed and assigned to D.A.N. Joint Venture and D.A.N. Joint Venture is the current owner and holder of the Agreement.

6. The Defendants failed to make payments due on the Agreement as required by its terms; consequently, the Defendants have defaulted and remain in default on the payments due on the Agreement.

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00010

7. By virtue of said default, the Plaintiff elected to and did declare the full amount of the indebtedness, including principal and interest, to be due and payable.

8. The Agreement contains a provision authorizing the holder thereof, in case of default, to sell the Property at a public auction for the purpose of paying the indebtedness. In addition, the holder reserves the right to sue the Defendant for additional amounts if the proceeds of the sale do not satisfy the indebtedness.

9. The Property was sold and the proceeds of the said sale in the amount of \$2,880 was applied to the account of the Defendants.

10. The sale of the Property did not bring the amount of the debt due under the Agreement.

COUNT

11. All statements and allegations contained in Paragraphs 1 through 10 of this Complaint are hereby incorporated into this Count by reference.

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00011

12. The Agreement is still in default for, among other possible events of default, failure to pay the sums due under the terms of the Agreement.

13. The Defendant is indebted to D.A.N. Joint Venture in the amount of \$16,233.11, which includes principal, interest and all other charges due and owing through August 17, 2004, plus all other charges due and owing, including but not limited to additional interest at a rate of 10.00% per annum (per diem of \$2.54) and reasonable attorney's fees in the amount of \$4,000.00.

14. In accordance with the terms and provisions of the Fair Debt Collection Practices Act, the Defendants are hereby notified that the indebtedness due to the Plaintiff will be assumed to be valid by this firm unless he disputes, in writing, the validity of the indebtedness, or any portion thereof, within 30 days after his receipt of this Complaint.

15. If the Defendants notify the undersigned in writing within 30 days of their receipt of this Complaint that the indebtedness, or any portion thereof, is disputed, then a verification of the indebtedness will be obtained and a

copy of such verification will be mailed to the Defendants by the undersigned.

16. If the creditor named in this Complaint is not the original creditor, and if you make a written request to the undersigned within 30 days from your receipt of this Complaint, then the name and address of the original creditor will be mailed to you by the undersigned.

WHEREFORE, D.A.N. Joint Venture prays for the following:

(a) That the Court enter judgment against the Defendants and in favor of D.A.N. Joint Venture in the amount of \$16,233.11 due on the Agreement through August 17, 2004, plus all other charges due and owing, including but not limited to additional interest at a rate of 10.00% per annum (per diem of \$2.54) and reasonable attorney's fees in the amount of \$4,000.00; and

(b) That the Court grant such other and further relief as it deems just and proper.

By: 

Brian M. Cloud

Alabama Bar No: CLO010

Attorney for Plaintiff

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00013

Plaintiff's Address:
Law Offices of William C. Veal
2112 11th Avenue South
Suite 217
Birmingham, AL 35205

Defendants' address:
606 Haven Drive
Dothan, Alabama 36301

Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00014

RETAIL INSTALLMENT CONTRACT - AUTO

BUYER: MICHAEL THOMPSON
ADDRESS: 606 MAPEN
CITY: BETHAN STATE: AL ZIP: 36301

SALESMAN: Bill Acree
ADDRESS: 1083 Ross Clark Circle N.W.
CITY: Bethan STATE: AL ZIP: 36301

Vehicle Year: 2003 Make: Pontiac Model: ADR Body Style: 4DR VIN: 1G2NC3433PS92106 Mileage: 65703

EXTRA EQUIPMENT (Check all that apply):
☐ Power Windows ☐ Power Locks ☐ Power Mirrors ☐ Power Seats
☐ Sunroof ☐ Alloy Wheels ☐ Fog Lights ☐ Other: _____

TRUTH IN LENDING DISCLOSURES

| | | | | |
|--|-------------------------------------|---------------------------------------|---|--|
| ANNUAL PERCENTAGE RATE 25.00 % | FINANCE CHARGE \$ 5915.36 | Amount Financed \$ 10000.00 | Total of Payments \$ 15915.36 | Total Sale Price \$ 16815.36 |
|--|-------------------------------------|---------------------------------------|---|--|

Your payment schedule will be:
 No. of Payments: 48
 Amount of Payments: \$ 331.57
 First Payment Due: Feb 18, 2007
 Interest Rate: 19.9% and same date of each following month.

Signatures:

| | | | |
|-------------------|---------|--|-----|
| Credit Life | \$ N.A. | Signature of Consumer Requesting Credit Life Insurance | Age |
| Credit Disability | \$ N.A. | Signature of Consumer Requesting Credit Disability Insurance | Age |
| | | Signature of Consumer Requesting Life and Disability Insurance | Age |

1. Cash price (including any accessories, options, and freight): \$5812.50

2. Total Down Payment: \$ 900.00

3. Amount of Finance Charge: \$ 5915.36

4. Total Amount to be Repaid: \$ 16815.36

5. Other Charges (including any accessories, options, and freight): \$ 16.50

6. Total Amount to be Repaid (including all charges): \$ 16815.36

7. Finance Charge (including all charges): \$ 5915.36

8. Total Amount to be Repaid (including all charges): \$ 16815.36

9. Total Amount to be Repaid (including all charges): \$ 16815.36

10. Total Amount to be Repaid (including all charges): \$ 16815.36

11. Total Amount to be Repaid (including all charges): \$ 16815.36

12. Total Amount to be Repaid (including all charges): \$ 16815.36

13. Total Amount to be Repaid (including all charges): \$ 16815.36

14. Total Amount to be Repaid (including all charges): \$ 16815.36

15. Total Amount to be Repaid (including all charges): \$ 16815.36

16. Total Amount to be Repaid (including all charges): \$ 16815.36

17. Total Amount to be Repaid (including all charges): \$ 16815.36

18. Total Amount to be Repaid (including all charges): \$ 16815.36

19. Total Amount to be Repaid (including all charges): \$ 16815.36

20. Total Amount to be Repaid (including all charges): \$ 16815.36

NOTICE TO BUYER

(1) Do not sign this contract before you read it or it is contained any blank space.

(2) You are entitled to an exact copy of the contract you sign.

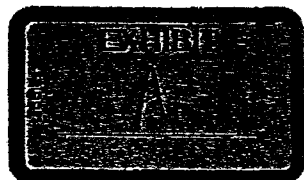
Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of his execution.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signed: Michael Thompson
 Title: Buyer

Signed: Bill Acree
 Title: Salesman

Thompson v D.A.N.
2005 CV 938-M
Plaint ID: 00015



Case 1:05-cv-00938-TFM Document 37-1 Filed 11/11/05

See other side for Dealer's signature to assignment

"WITHOUT RECOURSE"
warranties of Seller set forth above.

The assignment of this contract shall be without recourse against Seller, except as to the representations and

"FULL RECOURSE"

"FULL RECOURSE" In addition to the other terms of this Assignment, Seller unconditionally guarantees payment of all sums due and to become due under this contract, and in case of default for any reason Seller will pay Assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof.

"REPUNCHASE"

"REPURCHASE" In addition to the other terms of this Assignment, Seller agrees to pay Assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof, in the event that Assignee repossesses the property and delivers it to Seller at Seller's place of business.

LIMITED WARRANTY

"LIMITED WARRANTY" In addition to the other terms of this Assignment, Seller agrees to protect Assignee, its successors and assigns, against any loss or Assignee arising from any defect by Buyer and to indemnify Assignee harmless to the extent of the sum shown on the invoice side of this contract, and agrees to pay, forthwith and without defense, said sum to Assignee upon receipt of any notice of loss, plus costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof.

ADDITIONAL TERMS AND CONDITIONS

NOTICE

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

"You" and "Your" refer to Buyer; "Creditor" refers to Seller or its assignee.

Ownership and Risk of Loss. You agree to pay the Creditor all your own bills, contracts, and if the vehicle is damaged, destroyed or missing, you agree not to sell, transfer, or remove the vehicle from the United States or Canada without the Creditor's written permission. You must not use the vehicle to misuse or confiscation. You agree not to register a security interest in the vehicle. You shall make sure the vehicle pays any traffic bills, storage bills, taxes, fines, or other charges on it. You agree to repay the amount when the Creditor asks for it.

heavily interest. You are giving the Creditor a security interest in the vehicle being purchased and any accessories, equipment and replacement parts installed in the vehicle. The security interest also covers (1) insurance premiums and charges for service contracts on the vehicle and (2) proceeds any insurance policies on your life or health which are financed in this contract. This security payment of all amounts you owe in this contract and any transfer, renewal, extension or assignment of this contract, it also covers your other agreements in this contract.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this lease. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the lessor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

a. Creditor is under no obligation to buy any insurance, but may do so if it pleases. If the Creditor buys either of these coverages, it will let you know the type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments along with the amounts shown on the payment schedule.

to vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

of optional insurance or service contracts. This contract may contain
 terms for optional insurance or service contracts. If the vehicle is
 damaged, you agree that the Creditor may claim benefits under these
 contracts and terminate them to obtain refunds for unearned charges.

ance or Service Contract Charges Returned to Creditor. If any fee for required insurance is returned to the Creditor, it may be credited our account or used to buy similar insurance or insurance which covers

property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle you have the right to get it back (provided by paying the entire amount you owe on the contract) and just past due payments plus any late charges, the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had, figuring the entire amount you owe on the contract. The Creditor will give you a refund for part of the finance charge figured the same as if you had prepaid your contract. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Add late charges and any charges for taking and storing the vehicle, cleaning and advertising etc. and reasonable attorney fees not to exceed 15% of this unpaid debt. If the Amount Financed exceeds \$3000 will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless requested to pay it to someone else. For example, the Creditor may be required to pay a lawyer who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale and the cash price is over \$1,000, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it, unless otherwise provided by law. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do so.

Collection Costs. If the Creditor hires any attorney to collect what you owe and the Amount Financed exceeds \$300, you will pay the attorney's reasonable fee not to exceed 15% of the unpaid debt.

Delay in Enforcing Rights and Changes to this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without harming them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Warrantor Seller Disclosure: You understand that the

**Thompson v D.A.N.
2005 CV 938-M
Plaint. I.D. 00016**

D.A.N. JOINT VENTURE III, L.P.

**100 North Center Street
Newton Falls, OH 44444
(330) 872-0918
(888) 462-2353 (888-GOCADLE)
FAX (330) 872-5367**

August 20, 2004

Mr. Albert Thompson
606 Haven Drive
Dothan, AL 36301

RE: Installment Sales Contract
Originally Dated: January 18, 1996
Original Principal Amount: \$15,915.36
Maker: Wendolyn Thompson and Albert Thompson
Original Payee: Keller Financial Services
Our File No. PDH02101

Dear Mr. Thompson:

As you know, D.A.N. JOINT VENTURE III, L.P. is the current owner of the above-referenced debt. You are hereby advised that your debt is in DEFAULT, and that D.A.N. JOINT VENTURE III, L.P. hereby DEMANDS that you immediately pay all outstanding amounts of the debt in full.

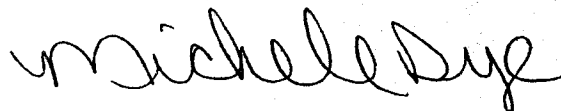
D.A.N. JOINT VENTURE III, L.P. hereby makes DEMAND upon you for payment in full of all unpaid amounts through August 17, 2004, of \$16,233.11, which includes the principal balance of \$9,159.74, accrued interest due through August 17, 2004, of \$6,559.39 and late charges of \$513.98, due immediately. Interest accrues thereafter at \$2.54 per day.

If the total amount due is not paid in full as indicated above, D.A.N. JOINT VENTURE III, L.P. may pursue its legal remedies, which may include the filing of a lawsuit against you for the total amount due, plus court costs and attorney fees, if allowed by law in your state.

IN ACCORDANCE WITH 15 U.S.C. 1692E(11), PLEASE BE ADVISED THAT THE PURPOSE OF THIS LETTER IS TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

If you have any questions, please do not hesitate to contact me. I can be reached toll-free at Extension 3304 between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday.

Yours very truly,



Michele Dye
Account Officer

MD:KJB

By Regular Mail - c/m and Certified Mail - Return Receipt No. 2683 8079

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

| | |
|---|---------|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.42 |

Sent To
 Street, Apt. N
 or PO Box No
 City, State, Zi

Mr. Albert Thompson
 606 Haven Drive
 Dothan, AL 36301

PS Form 380 PDH02101 Michele Dye

7004 1350 0001 2683 8074

Postmark Here
 AUG 23 2004
 NEWTON FALLS OH 44444

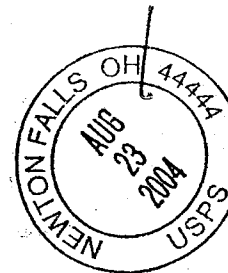
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
 PROVIDE FOR INSURANCE — POSTMASTER

Received From:
D. A. N. Joint Venture III, L.P.
100 North Center Street
Newton Falls, OH 44444

One piece of ordinary mail addressed to:
Mr. Albert Thompson
606 Haven Drive
Dothan, AL 36301

PDH02101 Michele Dye

Affix fee here in stamps
 or meter postage and
 post mark. Inquire of
 Postmaster for current
 fees.



PS Form 3817, Mar. 1989

2005-CV-938-M

Def. I.D. 183

DEALER NAME:

MONTHLY PAYMENT DATE DESIRED BY CUSTOMER: 240.00 \$ MSRP \$

STANDARD CREDIT APPLICATION

Before completing this form please read the directions carefully. (Check appropriate box)

- ☐ If you are applying for individual credit and relying on your own assets and income, please complete Section A, only. However, if you are relying on income from alimony, child support, or the income or assets of another person as the basis for repayment, complete Sections A and B.
- ☐ If you are married and live in a community property state, please complete Sections A and B.
- ☐ If this is a joint credit application, please complete Sections A and B.

Application Number _____

Date _____

Dealer Name _____

Dealer's # _____

Salesperson _____

Phone No. _____

Stock # _____

PRINT FULL NAME: wendolyn y Thompson JR. DATE OF BIRTH: 4/16/1938 SOCIAL SECURITY NO.: 59 12 81 68 HOME PHONE: (334) 793-91

PRESENT ADDRESS: 606 Haden Dr CITY: DOTHAN COUNTY: AL STATE: AL ZIP: 36301 LIVED THERE YEARS: 7 MONTHS: 15

RENT BY MO. ☐ LANDLORD OR MORTGAGE HOLDER NAME: Bruse Banks MO. PAYMENT OR RENT \$: 470.00 ☐ Unmarried ☐ No of Dependents: 1

PREVIOUS HOME ADDRESS IF LESS THAN 5 YEARS: RT 1 Box 457 CITY: WEBB COUNTY: AL STATE: AL ZIP: 36361 LIVED THERE YEARS: 8 MONTHS: 15

EMPLOYED BY: Disability NAME: Shallow Farms BUSINESS ADDRESS, NUMBER AND STREET: DOTHAN AL CITY: AL STATE: AL ZIP: 36301 HOW LONG YEARS: 6 MONTHS: 15 BUS. PHONE NO.: 715

TRADE OR OCCUPATION: Disability GROSS SALARY OR WAGES: \$1766.00 NAME OF PREVIOUS EMPLOYER: Shallow Farms ADDRESS: DOTHAN AL NO. YEARS: 3

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

TYPE OF OTHER INCOME: Child support SOURCE: CELESTINE LUCAS ADDRESS: DOTHAN AL PHONE NO.: 793-9182 RELATIONSHIP: MOTHER

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH ME: Sharon Reeves ADDRESS: DOTHAN AL PHONE NO.: 792-9458 KNOWN HOW LONG: 25

PERSONAL FRIEND: SouthTrust BANK BRANCH NAME AND CITY: DOTHAN AL CHECKING SAVINGS: NO ACCOUNT CHECKING ACCOUNT NO.: 715

YOUR OPERATOR'S LICENSE NO.: 9266536 AL STATE: AL

LAST CAR FINANCED: Alfa Insurance NAME OF CREDITOR: DOTHAN AL BALANCE DUE OR DATE PAID: 715 TRADING IN THIS CAR? ☐ YES ☐ NO

INSURANCE COMPANY: Alfa Insurance POLICY NO./EXP. DATE: DOTHAN AL COVERAGE: ☐ L. ☐ DED. ☐ COLL. ☐ LIABILITY ☐ COMP. ☐ OTH

CREDIT REFERENCES OR INSTALLMENT OBLIGATIONS: INCLUDE FINANCE COMPANIES, BANKS, CREDIT CARDS, CHARGE ACCOUNTS... INCLUDE NAME(S) OF APPLICANT IN WHICH CREDIT CAN BE VERIFIED, IF OTHER THAN SHOWN ABOVE.

NAME OF CREDITOR: _____ ADDRESS: _____ ACCOUNT NO.: _____ BALANCE: \$ _____

YOUR PERSONAL CREDIT HISTORY - 5 YEAR MINIMUM

THE CAR WILL BE REGISTERED IN NAME OF: wendolyn Thompson NUMBER AND STREET: DOTHAN AL CITY: AL STATE: AL OPERATOR'S LICENSE NO.: 715

HAS ANY OF YOUR PROPERTY EVER BEEN REPOSSESSED? ☐ YES (WHEN) _____ ☐ NO

HAVE YOU BEEN PERSONALLY INVOLVED IN A BANKRUPTCY PROCEEDING (IN THE LAST 10 YEARS)? ☐ YES ☐ NO

ARE YOU AN ENDORSER OR GUARANTOR ON ANY OTHER LOAN OR CONTRACT? ☐ YES ☐ NO

MILITARY STATUS: ☐ ACTIVE DUTY ☐ RESERVE ☐ INACTIVE

PRINT FULL NAME: ALBERT Thompson JR. DATE OF BIRTH: 4/20/1925 SOCIAL SECURITY NO.: 68 12 81 68 HOME PHONE: (334) 793-91

PRESENT ADDRESS: Same as above CITY: DOTHAN COUNTY: AL STATE: AL ZIP: 36301 LIVED THERE YEARS: 7 MONTHS: 15

RENT BY MO. ☐ LANDLORD OR MORTGAGE HOLDER NAME: Same as above MO. PAYMENT OR RENT \$: 470.00 ☐ Unmarried ☐ No of Dependents: 1

PREVIOUS HOME ADDRESS IF LESS THAN 5 YEARS: Same as above CITY: WEBB COUNTY: AL STATE: AL ZIP: 36361 LIVED THERE YEARS: 8 MONTHS: 15

EMPLOYED BY: Aspen - Home office NAME: B'Hann BUSINESS ADDRESS, NUMBER AND STREET: DRIVER CITY: AL STATE: AL ZIP: 36301 HOW LONG YEARS: 14 MONTHS: 15 BUS. PHONE NO.: 715

TRADE OR OCCUPATION: DRIVER GROSS SALARY OR WAGES: \$1400.00 NAME OF PREVIOUS EMPLOYER: Aspen Power ADDRESS: DOTHAN AL NO. YEARS: 3

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

TYPE OF OTHER INCOME: _____ SOURCE: _____

BANK ACCOUNT: _____ NAME OF BANK: _____ BRANCH NAME AND CITY: _____ CHECKING SAVINGS: ☐ NO ACCOUNT ☐ CHECKING ACCOUNT NO.: _____

YOUR OPERATOR'S LICENSE NO.: _____ STATE: _____

CREDIT REFERENCES OR INSTALLMENT OBLIGATIONS: INCLUDE FINANCE COMPANIES, BANKS, CREDIT CARDS, CHARGE ACCOUNTS... INCLUDE NAME(S) OF APPLICANT IN WHICH CREDIT CAN BE VERIFIED, IF OTHER THAN SHOWN ABOVE.

NAME OF CREDITOR: _____ ADDRESS: _____ ACCOUNT NO.: _____ BALANCE: \$ _____

THE OTHER PARTY'S CREDIT HISTORY - 5 YEAR MINIMUM

(1) Cash Price (incl. tax, title, reg. fees) \$ _____ (1)

(2) Down Payment: Cash \$ _____

Rebate \$ _____

Net Trade \$ _____ (2)

(Trade Allow. \$ _____ Owed on Trade \$ _____)

(3) Unpaid Balance of Cash Price (1 - 2) \$ _____ (3)

(4) Other Charges (Specify) \$ _____ (4)

(5) Amount Finance (3 & 4) \$ _____ (5)

(6) Finance Charge \$ _____ (6)

(7) Time Balance (5 & 6) \$ _____ (7)

(8) Payable In _____ Mo. Installments of \$ _____ (8)

Annual Percentage Rate _____ % Used Car Miles _____

New Car Invoice Cost \$ _____

☐ New ☐ Year ☐ Make ☐ Model ☐ Body Style

Vehicle Identification Number _____

Optional Equipment ☐ Air ☐ P/S ☐ P/B

☐ Auto Tr. Other _____

Trade Yr. _____ Make _____ Model _____ Body Style _____ Dealer Name and Signature _____

(SELLER SELECTION... OPTIONS) Vehicle Options. Valid entries are checked (has option) and Blank (does not). NOTE: Only one of 3SPD, 4SPD, and 5SPD may be entered.

☐ AUTO Automatic transmission ☐ 4WD Four wheel drive ☐ PSEAT Power seats ☐ S/R Sun roof

☐ 3SPD Three speed transmission (see note above) ☐ PBARK Power brakes ☐ A/C Air conditioning ☐ VNLRF Vinyl roof

☐ 4SPD Four speed transmission (see note above) ☐ PSTR Power steering ☐ FM FM stereo radio ☐ CRSE Cruise control

☐ 5SPD Five speed transmission (see note above) ☐ PWIN Power windows ☐ TAPE Tape deck ☐ SPRTW Sports wheels

VEHICLE INSURANCE is required for the full term of the Contract, at your expense, against the hazards of fire, theft and accidental physical damage (including collision). This insurance must protect the interests of you and the lender. The policy issued by the insurance company will describe the terms and conditions. YOU MAY CHOOSE THE PERSON THROUGH WHOM ANY INSURANCE IS OBTAINED.

IF YOU WISH TO APPLY FOR VEHICLE INSURANCE IN CONNECTION WITH THIS CREDIT APPLICATION, COMPLETE AN INSURANCE APPLICATION FORM 17 (Check):

I/we certify that the information provided on this application is, to the best of my/our knowledge, complete and accurate. I/we understand that the financial institution(s) will rely on the information to judge my/our credit worthiness, and will not live understand that false statements may subject me/us to criminal penalties.

FAIR CREDIT REPORTING ACT DISCLOSURE: This application for credit may be submitted by the Dealer to various financial institutions. Before this application is submitted, the Dealer will disclose me, the name and address of the institution(s) who will receive copies of this application.

NEW YORK AND OHIO RESIDENTS: SEE THE REVERSE SIDE OF THIS APPLICATION FOR FURTHER IMPORTANT DISCLOSURES AND INFORMATION

Applicant's Signature: wendolyn Thompson Date: 1-18 1996 Co-Applicant's Signature: Albert Thompson Date: 1-18 1996

WOF 533 (10/93) 2005-CV-938-M

TO BE COMPLETED BY SELLER - FOR CREDITOR'S USE ONLY -

NEW YORK RESIDENTS --

CONSUMER REPORTS
REQUESTED BY
AGENCY THAT
CREDIT, SURETY

BE REQUESTED IN CONNECTION WITH THIS APPLICATION. UPON
INFORMED AS TO WHETHER OR NOT A CONSUMER REPORT WILL
OF THE NAME AND ADDRESS OF THE CONSUMER REPORTING
THE REPORT. ON ANY UPDATE, RENEWAL OR EXTENSION OF THE
CONSUMER REPORTS MAY BE UTILIZED.

OHIO RESIDENTS

OHIO LAWS
ALLY AVAILA
ENCIES MAIN
OHIO CIVIL

DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT
ALL CREDIT WORTHY CUSTOMERS, AND THAT CREDIT REPORTING
ARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST
COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

NAME ALBERT THOMPSON

ADDRESS 606 HAVEN

Address 4083 Ross Clark Circle N.W.

CITY Dothan STATE AL ZIP 36303

CITY DOTHAN STATE AL ZIP 36301

You agree to pay us the amount shown as Total of Payments in consecutive monthly installments commencing on the first due date as shown and on the same day of each succeeding month until paid in full.

| | | | | | | | |
|-------------|------|---------|------------|--------------------|-------------|-------------------------------|------------------|
| New or Used | Year | Make | Body Style | Model or Model No. | No. of Cyl. | Vehicle Identification Number | Odometer Reading |
| USED | 93 | PONTIAC | 4DR | GRANDAM SE 4 | | 1G2NE5433PM592106 | 65709 |

EXTRA EQUIPMENT (Please Check)

| | | | | | |
|---|--|---|---|--|---|
| <input checked="" type="checkbox"/> Automatic Trans | <input type="checkbox"/> Tinted Glass | <input type="checkbox"/> Electric Windows | <input checked="" type="checkbox"/> Air Conditioner | <input checked="" type="checkbox"/> Power Steering | <input type="checkbox"/> Electric Seats |
| <input type="checkbox"/> Vinyl Roof | <input checked="" type="checkbox"/> Power Brakes | <input type="checkbox"/> Radio AM-FM | <input type="checkbox"/> Sun Roof | <input type="checkbox"/> Tilt Steering Wheel | <input type="checkbox"/> C.B. Radio |
| <input type="checkbox"/> Electric Door Locks | Other Equipment | | | | |

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|--|--|--|--|--|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of |
| 25.00 % | \$ 5915.36 | \$ 10000.00 | \$ 15915.36 | \$ 900.00 |
| | | | | \$ 16815.36 |

Your payment schedule will be

| No. of Payments | Amount of Payments | When Payments Are Due |
|-----------------|--------------------|---|
| 48 | \$ 331.57 | Feb 18, 1996 and same date of each following month. |

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. The term of the insurance shall be the same as the term of your contract.

| Type | Premium | Signature |
|-------------------|---------|--|
| Credit Life | \$ N.A. | Signature of Consumer Requesting Only Life Insurance |
| Credit Disability | \$ N.A. | Signature of Consumer Requesting Only Life Insurance |
| | | Signature of Consumer Requesting Life and Disability Insurance |

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: If a payment is late, you will be charged 5% of the unpaid amount of the payment, not to exceed \$100.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See below and the other side of this contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

| | | |
|---|-----------------|------------|
| 1 Cash price (including any accessories, services, and taxes) | N.A. | \$ 9583.50 |
| 2 Total Downpayment—Trade-in | Make Year Model | \$ 900.00 |
| 3 Unpaid Balance of Cash Price (1 minus 2) | | \$ 8683.50 |

ITEMIZATION OF AMOUNT FINANCED

| | | |
|--|-------------------------|---------|
| 4 Other Charges Including Amounts Paid to Others on Your Behalf: | | |
| A Cost of Required Physical Damage Insurance paid to insurance company | N.A. | |
| B Cost of Optional Mechanical Repair Insurance paid to insurance company | N.A. | |
| C Cost of Optional Credit Life Insurance paid to insurance company | N.A. | |
| D Cost of Optional Credit Disability Insurance paid to insurance company | N.A. | |
| E License, Title and Registration Fees paid to public officials | | 16.50 |
| F Other Charges (Seller must identify who will receive payment and describe purpose) | | |
| Fidelity Warranty Services | Carefree Car Protection | 1300.00 |
| Total Other Charges and Amounts Paid to Others on Your Behalf | | 1316.50 |

| | | |
|--|--|-------------|
| 5 Amount Financed—Unpaid Balance (3 + 4) | | \$ 10000.00 |
|--|--|-------------|

Default: If you fail to make any payment on time or default in complying with any of the terms of this contract, we can require the entire amount of principal and accrued charges due and payable at once. If we refer this contract to an attorney who is not our salaried employee for collection, your original amount financed is more than \$300, you agree to pay reasonable attorney fees not to exceed 15% of the unpaid debt after default.

Prepayment: You have the right to prepay your contract on full at any time. If you prepay in full ahead of schedule, you will receive a refund or credit of the unearned portion of the finance charge computed by the Rule of 78's. If prepayment occurs on a day other than a scheduled payment date, the nearest scheduled payment date will be used in the computation. If this contract is renewed or refinanced within 30 days after the date of this contract, you will receive a refund of the unearned charge computed on a daily pro rata basis. No refunds of less than \$1.00 will be made.

Late Payment: If any payment is more than 10 days late, you will pay a charge equal to 5% of the late amount, but not to exceed \$100.00.

Bad Check Charge: In the event any payment made by check, draft, negotiable order of withdrawal or like instrument is dishonored by reason of insufficient funds or on deposit in the depository institution, you agree to pay us a bad check charge of not more than the greater of either \$2000 or an amount equal to the bad check charge made by the depository institution for the return of unpaid or dishonored instruments.

Interest After Maturity: If any balance remains unpaid after the originally scheduled maturity of this obligation, you agree that the unpaid balance of this obligation will bear interest at the rate stated above (Annual Percentage Rate) unless prohibited by law.

YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM THE AUTOMOBILE PHYSICAL DAMAGE INSURANCE REQUIRED UNDER THIS CONTRACT IS TO BE OBTAINED.

If you are not satisfied for any reason with the Credit Life Insurance or Credit Disability Insurance purchased, you may return, within 15 days from the date hereof, for cancellation the certificate of insurance and a refund of the full premium, and will be made.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side and as indicated below to the following assignee:

KELLER FINANCIAL SERVICES
(ASSIGNEE)

0. BOX 15007, CLEARWATER FL 34629
ADDRESS

Initial "WITHOUT RECURSE" Initial "FULL RECURSE" Initial "REPURCHASE"
Initial "LIMITED GUARANTEE" To the extent of \$ until
installments have been paid

McDowell Acura
NAME OF DEALER

BY *Pauline* TITLE *Dr. Mrs.*

NOTICE TO BUYER

(1) Do not sign this contract before you read it or if it contains any blank spaces.

(2) You are entitled to an exact copy of the contract you sign.

Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of its execution.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

Buyer: *Wendy Thompson*

Buyer: *Albert Thompson*

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

"You" and "Your" refer to the Buyer or the assignee. "Creditor" refers to Seller or its assignee.

Ownership and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, lease, or otherwise dispose of the vehicle without the written permission of the Creditor. You agree not to expose the vehicle to any risk of loss or damage. You will make sure the vehicle is shown on the title. If the Creditor pays any repair bills, taxes, fines, or other charges on the vehicle, you agree to reimburse the Creditor for the amount when the Creditor asks for it.

Security Interest. You agree to give the Creditor a security interest in the vehicle being purchased and all accessories, equipment and replacement parts installed in the vehicle. The security interest also covers (1) insurance premiums and charges for the vehicle and (2) proceeds of any insurance policies covering the vehicle or the health which are financed in this contract. This secures payment of all amounts you owe in this contract and any transfer, renewal, or assignment of this contract. It also secures your other agreements under this contract.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss of the vehicle for the term of this contract. At any time during the term of the contract, the Creditor in the vehicle, the insurance which covers both interests in the vehicle, it may, if it decides, require you to purchase insurance which covers only the Creditor's interest.

If the Creditor buys the insurance, it will let you know what type it is and the cost of the insurance and rate. You agree to pay the payments shown on the policy. If the vehicle is lost or damaged, the insurance settlement either pays the full value of the vehicle or to apply to your debt.

Optional Insurance or Service Contracts. This contract may contain optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim benefits under these contracts and terminate them. If you return the vehicle, the Creditor will refund any unearned charges.

Insurance or Service Contracts Returned to Creditor. If any insurance or service contract is returned to the Creditor, it may be credited to your account or used to pay any debt you owe. Any refund on optional insurance or service contracts owned by the Creditor, will be credited to your account.

Credits to your account. The Creditor will credit both the amounts received by the Creditor and the unearned portion of your installments as they will cover. You will be notified of what is done.

Repossession of the Vehicle. If you fail to pay according to the payment schedule or if you break any of the agreements in this contract, the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal injury or damage to property, you will be responsible for the cost.

property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle you have the right to get it back (redeem) by paying the amount you owe on the contract (not just past due payments) plus any charges, the cost of taking and storing the vehicle and other expenses the Seller or the Creditor has had. In figuring the entire amount you owe on the contract, the Creditor will give you a refund for part of the finance charge figured the same as if you had prepaid your contract. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Any late charges and charges for taking and storing the vehicle, cleaning and advertising and reasonable attorney fees not to exceed 15% of the unpaid debt (if Amount Financed exceeds \$300) will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale and the cash price is less than \$1,000, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it, unless otherwise provided by law. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

Collection Costs. If the Creditor hires any attorney to collect what you owe and the Amount Financed exceeds \$300, you will pay the attorney's reasonable fee not to exceed 15% of the unpaid debt.

Delay in Enforcing Rights and Changes of this Contract. The Creditor may delay or refrain from enforcing any of its rights under this contract with losing them. For example, the Creditor can extend the time for making payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Warranties Seller Disclaims. You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle until the Seller extends a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Notice Only To Buyers of Used Vehicles: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

TERM OF DEALER'S ASSIGNMENT

We hereby sell and assign to you the contract on the reverse side and all interest in the property described on the front hereof, and our rights under any guaranty Assignee shown on the front hereof (hereinafter called "you") without recourse as to Customer's obligation of payment, except as may be otherwise provided in any underlying agreement between us with full power to you in your or our name to collect and discharge the same and to take all such legal or other proceedings as we might deem wise for this assignment. We warrant that the contract and any guaranty are genuine, legally valid and enforceable, we have complied with all disclosure requirements imposed by the applicable Federal and State Laws and Regulations, we have complied with all applicable Federal and State Laws and Regulations relating to this contract and the establishment of this contract; we hereby convey good title thereto, all statements of fact therein are true, the Customer was quoted the cash price and the total sale price as stated therein; no part of the down payment shown as paid in cash owing by loan or note or made in advance was received by us for the allowance stated therein; all statements made by Customer on any forms relating thereto are true to our knowledge and belief; we have clear title to the property, free of all liens and encumbrances, except for this contract. Customer is not a minor and has capacity to contract. Certificate of Title showing the first lien or encumbrance in your favor has been or will be forthwith obtained, with the lien thereon perfected as of the date of the contract, if permitted by law. We further warrant and agree to abide by all agreements, warranties or guaranties, with express, implied or required by law, afforded Customer relative to the property described on the front hereof. All warranties herein contained are made induce you to purchase this contract and if there is a breach of any, or if Customer withholds payment, as required under the contract, because Customer alleges a claim, defense or set-off against us, without regard to your or our knowledge or lack of knowledge with respect thereto or your reliance thereon, we will on demand purchase this contract from you for the balance then remaining unpaid, plus any and all costs and expenses paid or incurred in respect thereto; in addition, if Customer recovers any amounts from you as a result of such claim, we will reimburse you for such amounts paid to Customer. We waive all demands and notices of default and consent that, without notice to us, you may extend time to or compound or release by operation of law, or otherwise, any rights against Customer or any other obligor. If we execute any guaranty covering this transaction, the words "without recourse as to Customer's obligation of payment" are deemed deleted, and, notwithstanding the provisions of any underlying agreement whatsoever between us, you recourse as to us on this assignment shall be as stated in such guaranty. If we do not execute any such guaranty and have no underlying agreement with you governing our assignment of this contract for the type of chattel here sold, then notwithstanding anything in this assignment, this contract shall be deemed sold to you, as to the recourse, with our assignment to you in your standard full recourse form.

(See other side for Dealer's signature to assignment)

"WITHOUT RECOURSE" The assignment of this contract shall be without recourse against Seller, except as to the representations and warranties of Seller set forth herein.

"FULL RECOURSE" In addition to the other terms of this Assignment, Seller unconditionally guarantees payment of all sums due and to become due of default for any reason Seller will pay Assignee, its successors and assigns, the balance owing under this contract together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof.

"REPURCHASE" In addition to the other terms of this Assignment, Seller agrees to pay Assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof, in the event that Assignee repossesses the property and delivers it to Seller at Seller's place of business.

"LIMITED GUARANTEE" In addition to the other terms of this Assignment, Seller agrees to protect Assignee, its successors and assigns, against loss by default by Buyer, and to save Assignee harmless to the extent of the sum shown on the obverse side of this contract, and

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Def. 1B, 25